

1. Agenda

Documents:

[BOMC-7-13-22-RM-AGENDA.PDF](#)

2. Meeting Called To Order/Adoption Of Agenda

3. Commissioner Comments

4. Approval Of Minutes

5. First Reading Of Car Wash Water Recycling Ordinance

Documents:

[CAR WASH WATER RECYCLE ORDINANCE.PDF](#)

6. 1264 Berkeley Road Stormwater Infrastructure Repair

Documents:

[RES FOR BERKELEY STORMWATER REPAIR.PDF](#)
[SPC QUOTE.PDF](#)
[SUMMIT.PDF](#)
[DICKERSON.PDF](#)

7. Contract For Temporary Financial Services Support

Documents:

[RES TO CONTRACT WITH KATRINA CLINE.PDF](#)
[CLINE AGREEMENT.PDF](#)

8. Proposal For Upgrading Police RMS Software To Cloud-Based System

Documents:

[RES TO UPGRADE POLICE SOFTWARE.PDF](#)
[POLICE SOFTWARE MEMO.PDF](#)

9. Public Comment

10. Adjournment



**BOARD OF MAYOR AND COMMISSIONERS
REGULAR MEETING
JULY 13th, 2022
5:30 P.M.**

AGENDA

- Item #1 Meeting Called to Order
- Item #2 Adoption of Agenda
- Item #3 **Commissioner Comments**
- Item #4 **Approval of Minutes**
May 25th regular meeting
June 8th regular meeting
June 8th work session
June 15th public hearing
June 29th public hearing & regular meeting
June 29th work session
June 30th public hearing & special called meeting
- Item #5 **First Reading of Car Wash Water Recycling Ordinance**
Following an audit by the state of the city's stormwater ordinances, the state has concluded the city needs to adopt an ordinance requiring all commercial car wash facilities operating within the city to install recycled water systems.
- Item #6 **1264 Berkeley Road Stormwater Infrastructure Repair**
The City has an easement for stormwater infrastructure at 1264 Berkeley Road that is failing. Staff recommends moving forward with these repairs as soon as possible.
- Item #7 **Contract for Temporary Financial Services Support**
Staff is requesting the BOMC to contract with former City of Newnan Finance Director, Katrina Cline, to perform various Finance Director-related functions that include budget development and audit support.
- Item #8 **Proposal for Upgrading Police RMS Software to Cloud-Based System**
Staff is proposing the BOMC upgrade its Police RMS software to a cloud-based product which would allow for greater flexibility and efficiency of law enforcement activities.
- Item #9 Public Comment
- Item #10 Adjournment

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 20 OF THE CITY CODE REGARDING STORMWATER; TO REQUIRE COMMERCIAL CONVEYOR CAR WASH FACILITIES TO RECYCLE WATER; AND FOR OTHER PURPOSES.

WHEREAS, the City of Avondale Estates and its residents have long demonstrated concern for the conservation of the environment; and

WHEREAS, the City of Avondale Estates desires to enact regulations requiring use of recycled water by commercial carwash facilities operating within its jurisdiction;

NOW THEREFORE BE IT ORDAINED by the City of Avondale Estates that Chapter 20 of the Official Code of Ordinances of the City of Avondale Estates be amended as follows:

SECTION 1. New Article VIII of Chapter 20 is hereby added, to read as follows:

“ARTICLE VIII. COMMERCIAL CAR WASHES.

Sec. 20-500. Purpose and Intent.

The purpose of this ordinance is to reduce water consumption from commercial car wash facilities by requiring all new conveyor car washes to install operational recycled water systems.

Section 20-501. Applicability.

- (a) This ordinance applies to all new conveyor car washes permitted and constructed after July 1, 2022, regardless of the water source.
- (b) The provisions of this ordinance do not apply to conveyor commercial car washes that were permitted or constructed before July 1, 2022.
- (c) The provisions of this ordinance do not apply to self-service car washes or in-bay car washes.

Section 20-502. Definitions.

For this article, the terms below shall have the following meanings:

In-bay automatic car wash means a commercial car wash where the driver pulls into the bay and parks the car. The vehicle remains stationary while a machine moves

back and forth over the vehicle to clean it, instead of the vehicle moving through the tunnel.

Conveyor car wash means a commercial car wash where the car moves on a conveyor belt during the wash. The driver of the vehicle can remain in the vehicle or wait outside of the vehicle.

Recycled water system means a water system that captures and reuses water previously used in wash or rinse cycles.

Self-service car wash means a commercial car wash where the customers wash their cars themselves with spray wands and brushes.

Section 20-503. Commercial Car Wash Water Recycling Requirement

All new commercial conveyor car washes, permitted and constructed after July 1, 2022 must install operational recycled water systems. A minimum of 50% of water utilized will be recycled.”

SECTION 2. The effective date of this ordinance is the date of adoption.

SO ORDAINED this _____ day of _____, 2022.


ATTEST:

CITY OF AVONDALE ESTATES

By _____
Gina Hill, City Clerk

JONATHAN ELMORE, Mayor

Approved as to Form



Stephen G. Quinn, City Attorney

**A RESOLUTION
AUTHORIZING THE CITY MANAGER TO CONTRACT FOR REPAIR OF
MAJESTIC CIRCLE STORMWATER INFRASTRUCTURE**

WHEREAS, the City of Avondale Estates is dedicated to providing a safe and resilient City where residents and visitors can live, work and play; and

WHEREAS, the City has determined the need to repair infrastructure 1264 Berkeley Road to mitigate further damage and protect residents' property; and

WHEREAS, the City of Avondale Estates requested proposals for this repair; and

WHEREAS, the City of Avondale Estates determined that Southern Premier Contractors, Inc. was the lowest responsive quote with an estimate of \$59,728.75; and

NOW, AND THEREFORE, BE IT RESOLVED, the Board of Mayor and Commissioners of the City of Avondale Estates hereby authorizes the City Manager to contract with Southern Premier Contractors, Inc. for this project.

SO RESOLVED, this 13th day of July, 2022.

**CITY OF AVONDALE ESTATES
BOARD OF MAYOR AND
COMMISSIONERS**

Jonathan

Elmore, Mayor

Attest:

Gina Hill, City Clerk



SOUTHERN PREMIER CONTRACTORS, INC
 146 CHEEK STREET
 HOMER, GA 30547

Estimate

Date	Estimate #
7/1/2022	AVE-105

Name / Address
CITY OF AVONDALE ESTATES 21 NORTH AVONDALE PLAZA AVONDALE ESTATES, GA 30002

Project
1264 BERKLEY ROAD

Item	Qty	Description	Rate	Amount
1ND	1	MOBILIZATION	2,000.00	2,000.00
5ND	1	TRAFFIC CONTROL MINOR 2 - INCLUDES CONES AND SIGNAGE	1,800.00	1,800.00
7ND	110	TV STORM LINES (INCLUDES DVD & REPORT)	4.00	440.00
31ND	60	24" PIPE - CLEANING 25% FULL OR GREATER	9.00	540.00
32ND	25	30" PIPE - CLEANING 25% FULL OR GREATER	10.75	268.75
44ND	20	12" TO 36" PIPE - SPECIALTY CLEANING	50.00	1,000.00
70ND	105	30" HDPE	125.00	13,125.00
77ND	2	INVERT >8.1' to 12'	75.00	150.00
97ND	1	PRECAST HEADWALL FOR 30" PIPE	1,400.00	1,400.00
191ND	4	4' ROUND PRECAST MANHOLE NW/ MANHOLE RING & COVER	825.00	3,300.00
226ND	4	30" GROUT EACH END TO STRUCTURE	240.00	960.00
355ND	10	GRADED AGGREGATE BASE	95.00	950.00
360ND	4	2" ASPH. CON. HOT MIX FOR TRENCH CAP	350.00	1,400.00
362ND	1	TREE REMOVAL 6"-12"	1,000.00	1,000.00
389ND	168	SODDING COMPLETE - BERMUDA	15.00	2,520.00
407ND	1	DEBRIS REMOVAL, TANDEM DUMP TRUCK	950.00	950.00
408ND	1	REMOVAL OF EXISTING NON DRAINAGE STRUCTURE	2,500.00	2,500.00
409ND	3	REMOVAL OF EXISTING DRAINAGE STRUCTURE	2,500.00	7,500.00
410ND	105	REMOVE EXISTING PIPE ALL TYPES AND SIZES	85.00	8,925.00
412ND	100	STONE #57	90.00	9,000.00

Thank you for your business! ~ Grace Grace ~	Total	\$59,728.75
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Estimate 22-125

SUMMIT CONSTRUCTION & DEVELOPMENT, LLC
 2108 BENTLEY DRIVE, STONE MOUNTAIN, GA 30087
 Tel (770) 413-0093 Ext. 804 / Fax (770) 413-0050
scdestimator@summitcd.com

PROPOSAL

Date: 7/5/2022

Project: 1264 Berkley Road Sink hole
Location: 1264 Berkley Rd. Avondale Estates, GA 30002

To (Company): City of Avondale Estates
Phone: 404-294-5400
Email: kmoretz@avondaleestates.org

Attention: Kristin Moretz

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL
1	30" HDPE	LF	75	\$ 110.00	\$ 8,250.00
2	30" HP-HDPE (ROAD CROSSING)	LF	30	\$ 195.00	\$ 5,850.00
3	JUNCTION BOX COMPLETE W/ACCESS	EA	2	\$ 5,500.00	\$ 11,000.00
4	DEMOLITION COMPLETE - TREES, WALL, ETC.	LS	1	\$ 42,354.44	\$ 42,354.44
5	30" HEADWALL	EA	1	\$ 3,000.00	\$ 3,000.00
6	GRASSING COMPLETE	LS	1	\$ 5,111.11	\$ 5,111.11
7	CROSSING COMPLETE - 4" THK PAVING	EA	1	\$ 7,404.00	\$ 7,404.00
8	TRAFFIC CONTROL	LS	1	\$ 4,150.00	\$ 4,150.00
*	CCTV 30" CMP LINE COMPLETE	LS	1	\$ 2,000.00	\$ 2,000.00
*	HYDRO VAC TRUCK CLEAN (IF REQ.)	LS	1	\$ 4,500.00	\$ 4,500.00
Total					\$ 93,619.56

Terms and Conditions:

1. Scope of Work. Contractor agrees to furnish all material, labor, installation, insurance, equipment, and tools required for the prompt and efficient execution of the work described herein in a professional and workmanlike manner.

2. Quote Amount. Owner agrees to pay Contractor for the strict performance of his work, the sum as indicated above subject to additions and deductions for changes in the scope of work as may be subsequently agreed upon. Due to current fluctuations in the materials markets, the proposal price is based upon material pricing as of the proposal date. This proposal price is valid for 30 days.

3. Disclaimer:

Due to the constant fluctuation in material costs and fuel, pricing is subject to change. If completion is delayed as a result of major or unforeseen circumstances including but not limited to any strike, lockout, shortage of materials, riot, political or civil disturbance, exceptionally inclement weather, or any variation, act, or omission on the part of the Owner, its representative or any other cause beyond the control of Summit Construction & Development LLC, then the Owner shall not for such reason have any claim against Summit Construction & Development LLC whether for damages or otherwise; The Owner agrees to hold Summit Construction & Development LLC harmless and Summit Construction & Development LLC shall be entitled to a fair and reasonable amount of time for the completion of all works contracted.

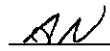
4. Payment:

Payment is to be made upon completion of work. There will be a 1.5% finance charge added to unpaid invoices after 30 days of the invoice date and completion and 18% per annum on the unpaid balance. Customer will be responsible for any fees, legal or otherwise, incurred in the process of collections of all past due and unpaid invoices.

Exclusions: (This Proposal does NOT include any of the following items)

1. Permit Fees
2. Testing and Engineering Services
3. Excavation or Hauling unsuitable soils. Rock excavation, rock breaking or drilling and haul off
4. As-builts.
5. Hydro vac truck is only for One day. Any additional day shall be charged accordingly.
6. Power Pole relocation, any utility conflicts.
7. Any scope of work other than Items mentioned in the pricing sheet.

Signed By:



Ajay Naidu

Sr. Estimator

Summit Construction and Development, LLC

Date 07/05/2022

Accepted By:

Owner: _____

Date: _____

JOB NAME:		THE DICKERSON GROUP INC.			
BID #:		CITY OF AVONDALE ESTATES			
BID DATE:		1264 BEKLEY RD			
		JUNE 20 2022			
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	30" HDPE	LF	75	\$ 155.00	\$ 11,625.00
2	30" HP - HDPE (Road Crossing)	EA	30	\$ 210.00	\$ 6,300.00
3	Junction Box Complete W/Acess	EA	2	\$ 4,500.00	\$ 9,000.00
4	Demolition Complete - Trees, Wall, Etc.	LS	1	\$ 9,000.00	\$ 9,000.00
5	30" Headwall	EA	1	\$ 2,750.00	\$ 2,750.00
6	Grassing Complete - Sod In Like Kind	LS	1	\$ 4,000.00	\$ 4,000.00
7	Road Crossing Complete - 4" Thk Paving	EA	1	\$ 8,500.00	\$ 8,500.00
8	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
				\$ -	\$ -
*	CCTV 30" CMP Line Complete	LS	1	\$ 2,000.00	\$ 2,000.00
*	Hydro Vac truck clean (If Req.)	LS	1	\$ 2,800.00	\$ 2,800.00
				\$ -	\$ -
TOTAL					\$ 60,975.00

15% contingency

TOTAL

9,146.25

\$70,121.25

**A RESOLUTION
TO CONTRACT FOR TEMPORARY FINANCIAL SERVICES SUPPORT**

WHEREAS, the City of Avondale Estates, is dedicated to providing a City that is fiscally sound; and

WHEREAS, the City is currently without a full-time Finance Director; and

WHEREAS, a dedicated person to oversee the budget development and auditing processes can ensure their successful completion;

WHEREAS, Katrina Cline comes qualified as the former Finance Director of another Georgia city; and

THEREFORE, the City of Avondale Estates shall contract with Katrina Cline to serve as Finance Director on a temporary basis for an amount not to exceed \$31,200.

SO RESOLVED, this 13th day of July 2022.

**CITY OF AVONDALE ESTATES BOARD OF
MAYOR AND COMMISSIONERS**

Jonathan Elmore,
Mayor

ATTEST:

Gina Hill, City Clerk

SERVICES AGREEMENT

This Services Agreement is made and entered into this ____ day of July, 2022, by and between **Katrina Cline** (“Cline”) and the **City of Avondale Estates, Georgia** (“City”). The parties agree as follows:

1.) Services to be Performed

During the Term of this Agreement, Cline agrees to work up to 40 hours per week at the direction of the City Manager. The services that Cline will provide to the City are expected to include developing the fiscal 2023 budget for City and its DDA, producing the 2021 annual audit report and CAFR related materials, preparing the City to transition from BAN to bond issuance, facilitating the reconciliation of bank accounts, ensuring that the City’s financial resources and investments are properly managed, and preparing reports for the City Manager as requested. Cline will perform most of the services remotely from a location that she is responsible for securing and using materials and equipment that she will furnish herself. However, Cline will work from City Hall once per week in order to give the City Manager and other City employees the opportunity to interact with her directly as needed.

2.) Term and Termination

The term of this Agreement is from July 18, 2022 through October 14, 2022, and may be extended for additional time by the written agreement of the parties. This Agreement may be terminated by the City sooner than the expiration of the full term pursuant to this section.

If the City deems Cline to be in breach of this Agreement for non-performance, it shall give Cline written notice of same. After giving written notice that the City deems Cline to be in default and identifying the specific nature of the alleged non-performance, if Cline fails to cure such default within seven days the City may terminate this Agreement for non-performance. If this Agreement is terminated by the City due to non-performance by Cline, City shall give written notice to Cline and shall compensate Cline for services rendered to the date of termination and shall have no further obligation under this Agreement.

3.) Compensation

Cline will be compensated at the rate of \$60 per hour for work performed under this Agreement. The total value of services for which Cline is entitled to be paid for the term of this Agreement shall not exceed \$31,200. Cline shall submit invoices to the City every two weeks, specifying the number of hours worked and a brief summary of tasks performed during the subject two-week period. The City will pay Cline for work performed and invoiced within ten business days of receiving an invoice.

4.) Independent Contractor Status.

Cline shall perform services under this Agreement as an independent contractor. Cline is not entitled to any benefits (such as insurance) and shall not accrue any leave time during the term of

this Agreement. The Parties agree that the compensation paid to Cline is intended to compensate her for her services as well as cover the expense of any materials, equipment, transportation, etc. that may be necessary to perform the services. Cline will receive Form 1099 from the City and shall be responsible for paying any tax obligation associated with earnings under this Agreement.

5.) Miscellaneous Terms

- *Assignment*

Neither this Agreement nor any duties or obligations under this Agreement shall be assignable without the prior written consent of the other party.

- *Successors and Assigns*

Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, legal representatives, successors, and assigns of the respective parties.

- *Attorney's Fees*

The parties shall each be responsible for their own attorney's fees related to the drafting and review of this Agreement.

- *Governing Law*

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Georgia.

- *Amendment*

This Agreement may be amended only by the mutual agreement of the contracting parties in a writing to be attached to and incorporated into this Agreement.

- *Legal Construction*

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

[signature page follows]

So agreed:

CITY OF AVONDALE ESTATES, GEORGIA

KATRINA CLINE

Jonathan Elmore, Mayor

Katrina Cline

Attest:

Gina Hill, City Clerk

Approved as to Form:

Stephen G. Quinn
Stephen G. Quinn, City Attorney

**A RESOLUTION
AUTHORIZING THE PURCHASE OF POLICE SOFTWARE**

WHEREAS, the City of Avondale Estates desires to provide the highest level of service for public safety; and

WHEREAS, transferring to the cloud-based system of Justice One, that city police officers are afforded upgraded software so they are able to focus on the quality of life and welfare of the city's citizens, property owners, businesses and visitors; and

NOW, THEREFORE, the Board of Mayor and Commissioners of the City of Avondale Estates hereby authorizes the city manager to contract with Justice One for an amount of \$2,200 monthly or \$10 per citation, whichever is greater.

SO RESOLVED, this 13th day of July, 2022

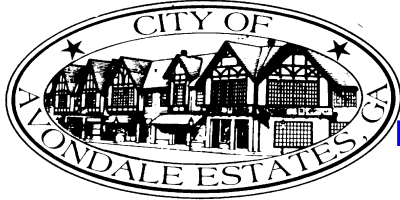
**BOARD OF MAYOR AND COMMISSIONERS CITY
OF AVONDALE ESTATES, GEORGIA**

Mayor

Jonathan Elmore,

ATTEST:

Gina Hill, City Clerk



Police Department

21 North Avondale Plaza
Avondale Estates, Georgia 30002

Harry G. Hess
CHIEF OF POLICE

Telephone (404) 294-5410
Fax (404) 294-4108

To: Patrick Bryant
From: Harry Hess
Date: 06/23/2022
Ref.: Proposal to Upgrade our RMS Software

The Avondale Estates Police Department is currently using Courtware Solutions RMS system for reports, citations, and court solutions. Several years ago, the city transitioned the in-car portion of this software and GCIC/NCIC inquiry solutions to Courtware Solution's cloud-based sister company, Justice One. Courtware Solutions is phasing out its product line and moving its entire platform to Justice One. As such, this necessary upgrade would move the remainder of our software seamlessly to the cloud.

On 05/18/2022, Jonathan Sampson and TJ Hargen, both from Justice One, came to the police department to provide me a demo of the upgraded software. The current software being used by patrol officers in the vehicles will not change but be expanded to provide more ease of use and functionality. The desktop software will be moved to a web-based site which can be accessed by those with rights from any computer. This will benefit our evidence custodian and command staff greatly by providing them access from any internet connected device at any time. Evidence will be able to be logged straight into the Evidence Room versus being pulled and labeled at a desk and then moved again to the Evidence Room. Command Staff will be able to pull up statistics quickly when asked about items from the public or elected officials quickly so they can speak to facts and true up to date numbers when needed.

Other key items which this upgrade will provide the agency include:

- Use of Force reports, tracking, and approval 100% digitally (currently handwritten for review)
- Pursuit reports, tracking, and approval 100% digitally (currently handwritten for review)
- Impound forms can be printed or emailed to tow services (currently handwritten)
- Fleet and Equipment tracking by vehicle and/or employee (currently handwritten and filed)
- Ability to add an evidence barcode scanner for inventories and checking out evidence (currently using a barcode system, but cannot add a scanner, everything done by hand)
- Ability to add a GPS puck to all vehicles to see in real time where vehicles are (currently no GPS in vehicles with real time tracking)

The Municipal Court side of the software will remain on a stationary server until Justice One finishes establishing that platform. However, that is expected to occur within the next year.

The city currently pays \$1,700.00 a month for Courtware Solutions or an \$8.00 per issued citation fee, whichever is greater. In 2021, Courts collected fines within the city for 1,345 citations. Under the current contract, the city did not exceed the \$1700.00 monthly cost from citation collection.

The cost of the upgraded product as proposed will increase the city's monthly minimum to \$2200 monthly or \$10 from every citation issued, whichever is greater. At its current rate of citation issuance, the city does not believe it will exceed the \$2200 minimum on a regular basis.

If accepted, there will be a 60-day migration process prior to going live.

I am recommending this upgrade for the Avondale Estates Police Department be accepted. The current product is old, outdated and will no longer be supported. If the BOMC does not approve this upgrade, the city will need to find a new vendor to provide us with this service for the police department and courts.

Respectfully,

A handwritten signature in blue ink that reads "Harry Hess". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Harry Hess, Chief of Police
Avondale Estates Police Department